

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

x

NO.: 1-12-CV-08484

MIDOIL USA, LLC

Petitioner,

-against-

ASTRA PROJECT FINANCE PTY LTD.

Respondent,

DECLARATION IN SUPPORT

x

1. I JAYDEEP BISWAS am the director of Astra Project Finance Pty Ltd (Australian Company Number 143 030 675), an Australian proprietary company limited by shares ('Astra') and the Petitioner in the above-entitled action. As such, I have personal knowledge of the facts stated herein. I make this affidavit in support of Respondent's Reply in Opposition to Petitioner's Motion to Compel Arbitration; and Respondent's Cross-Motion to Stay Arbitration and Compel Judicial Review with Memorandum of Law; and the Affidavit of Jaydeep Biswas with Exhibits and all other papers herein.

2. I make this affirmation in support of Respondent's Emergency Motion to Stay Arbitration and Compel Judicial Review, with Supporting Memorandum of Law.

3. Astra Project Finance Pty Ltd ("Astra") upon information and belief was fraudulently induced by Petitioner to enter the contract in question, the Corporate Financing Agreement (CFA) which included fraudulent inducement of the Arbitration provision 23.1 dated, 1/11/2012. For this reason alone this case cannot be sent to Arbitration without judicial review of the allegation of fraud in the inducement of the Arbitration clause, because, the Arbitration provision 23.1 of the CFA as well as the CFA itself is void ab initio and by Respondent being forced to Arbitration without judicial

review would result in the Respondent being irreparably harmed and irreparably prejudiced.

4. In this case, upon a full, diligent, complete and accurate investigation conducted by me Jaydeep Biswas and Astra's directors, of the Petitioners MidOil USA, LLC, Vincent Crandon (alk/a Vincent J. Ceccola) and Christine Crandon, it was discovered by me and Astra directors that the Petitioners, upon information and belief, fraudulently induced me Jaydeep Biswas and Astra Project to enter a Corporate Financing Agreement (CFA), as well as the inserted arbitration clause provision 23.1, dated, 1/11/2012. However, the Petitioner's fraud was not discovered by me until after the contract had been executed.

WHEREFORE the Respondents respectfully moves this Court for an Emergency Order: 1) in favor of the Respondent and against the Petitioner granting an emergency stay of arbitration; and (2) an Emergency Order in favor of the Respondent and against the Petitioner, compelling judicial review of the allegation of fraudulent inducement of the Arbitration clause provision 23.1 in the contract (CFA) by the United States District Court, Southern District of New York or by remand to the Superior Court of New Jersey, Bergen County, the Court of original jurisdiction; and/or (3) an Emergency Order dismissing with prejudice the Petitioner's Petition to Compel Arbitration in the United States District Court for the Southern District of New York; and (4) any other relief the Court deems just and proper.

**VERIFICATION**

) ss.:  
 )

DR. JAYDEEP BISWAS, being duly sworn, and heard, says:

Deponent is a party to the above entitled action; deponent has read the foregoing Affidavit in Support and knows the contents thereof; the same is true deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters component believes it to be true.

Brisbane, Australia

Sworn to (or affirmed) and subscribed before me

This 29th day of June 2013,

Jennifer Leslie Williamson  
Notary Public's Signature

Notary Name

Personally Known \_\_\_\_\_

Or

Type of Identification Produced Australian Passport No. E 4020362

Brisbane

Dated: Sydney, Australia

29th June 2013, 2013

J Biswas

JENNIFER LESLIE WILLIAMSON  
NOTARY PUBLIC  
4 RAKEEVAN ROAD GRACEVILLE  
QUEENSLAND AUSTRALIA  
MY COMMISSION DOES NOT EXPIRE

JAYDEEP BISWAS  
Director, of Astra Project  
Finance Pty Ltd  
(Australian Company  
Number 143 030 675)

